

VIRGINIA:

## BEFORE THE VIRGINIA GAS AND OIL BOARD

APPLICANT:	<b>Range Resources-Pine Mountain, Inc.</b>	)	VIRGINIA GAS
		)	AND OIL BOARD
RELIEF SOUGHT	POOLING OF INTERESTS IN A <b>58.67</b>	)	
	ACRE SQUARE DRILLING UNIT	)	DOCKET NO.
	DESCRIBED IN <b>EXHIBIT A</b> HERETO	)	<b>VGOB-12-0717-3081</b>
	LOCATED IN THE <b>NORA</b> COALBED	)	
	GAS FIELD AND SERVED BY WELL	)	
	No. <b>Lovers Gap-38-CBM Unit AA-75</b>	)	
	(herein "Subject Drilling Unit")	)	
	PURSUANT TO VA. CODE §§	)	
	45.1-361.21 AND 45.1-361.22, FOR	)	
	THE PRODUCTION OF OCCLUDED	)	
	NATURAL GAS PRODUCED FROM	)	
	COALBEDS AND ROCK STRATA	)	
	ASSOCIATED THEREWITH (herein	)	
	"Coalbed Methane Gas" or "Gas")	)	
		)	
		)	
LEGAL DESCRIPTION:		)	
	SUBJECT DRILLING UNIT SERVED BY WELL	)	
	NUMBERED <b>Lovers Gap-38-CBM Unit AA-75</b>	)	
	("Well") TO BE DRILLED IN THE LOCATION	)	
	DEPICTED ON <b>EXHIBIT A</b> HERETO,	)	
	<b>Willard Charles and Suzie Charles Tract</b>	)	
	<b>46.93 acres, more or less</b>	)	
	<b>PRATER QUADRANGLE</b>	)	
	<b>PRATER DISTRICT</b>	)	
	<b>BUCHANAN COUNTY, VIRGINIA</b>	)	
	(the "Subject Lands" are more particularly described	)	
	on <b>Exhibit A</b> , attached hereto and made a part	)	
	hereof)	)	

REPORT OF THE BOARDFINDINGS AND ORDER

1. Hearing Date and Place: This matter came on for hearing before the Virginia Gas and Oil Board (hereafter "Board") at 9:00 a.m. on July 17, 2012, at the Russell County Conference Center, Highland Drive, Lebanon, Virginia.

2. Appearances: Timothy E. Scott of McKinnis & Scott, appeared for the Applicant; and Sharon M. B. Pigeon, Assistant Attorney General, was present to advise the Board.

3. Jurisdiction and Notice: Pursuant to Va. Code §§ 45.1-361.1 et seq., the Board finds that it has jurisdiction over the subject matter. Based upon the evidence presented by Applicant, the Board also finds that the Applicant has (1) exercised due diligence in conducting a meaningful search of reasonably available sources to determine the identity and whereabouts of each gas and oil owner, coal owner, or mineral owner and/or potential owner, i.e., person identified by Applicant as having ("Owner") or claiming ("Claimant") the rights to Coalbed Methane Gas including all Pennsylvanian age coals from the top of the Ailly, including but not limited to Raven, Jawbone Rider, Jawbone, Tiller, Upper Seaboard, Greasy Creek, Upper Horsepen, Middle Horsepen, War Creek, Beckley, Lower Horsepen, Pocahontas #9, Pocahontas #3, Pocahontas #2, Pocahontas #1 and any unnamed coal seams and other associated formations known as the Nora Coalbed Gas Field (hereafter "Subject Formations") in the Subject Drilling Unit underlying and comprised of Subject Lands; (2) represented it has given notice to those parties so identified (hereafter sometimes "person(s)" whether referring to individuals, corporations, partnerships associations, companies, businesses, trusts, joint ventures or other legal entities) entitled by Va. Code §§ 45.1-361.19 and 45.1-361.22, to notice of the application filed herein; and (3) that the persons set forth in **Exhibit B-3** hereto have been identified by Applicant as persons who may be Owners or Claimants of Coalbed Methane Gas interests in Subject Formations in the Subject Drilling Unit who have not heretofore agreed to lease or sell to the Applicant and/or voluntarily pool their Gas interests. Conflicting Gas Owners/Claimants or Unknown or Unlocatable Owners, if any, in the Subject Drilling Unit are listed on **Exhibit E**. Further, the Board has caused notice of this hearing to be published as required by Va. Code § 45.1-361.19.B. Whereupon, the Board hereby finds that the notices given herein satisfy all statutory requirements, Board rule requirements, and the minimum standards of state due process.

4. Amendments: Exhibits B and B-3

5. Dismissals: Eddie Charles; and, Verner Ray Deel and Sandra L. Deel.

6. Relief Requested: Applicant requests (1) that pursuant to Va. Code § 45.1-361.22, including the applicable portions of § 45.1-361.21, the Board pool the rights, interests and estates in and to the Gas in the Subject Drilling Unit, including those of the Applicant and of the known and unknown persons named in **Exhibit B-3** hereto and that of their known and unknown heirs, executors, administrators, devisees, trustees, assigns and successors, both immediate and remote, for the drilling and operation, including production, of Coalbed Methane Gas produced from the Subject Drilling Unit established for the Subject Formations underlying and comprised of the Subject Lands, (hereafter sometimes collectively identified and referred to as "well development and/or operation in the Subject Drilling Unit"); and, (2) that the Board designate **Range Resources-Pine Mountain, Inc.** as the Unit Operator.

7. Relief Granted: The requested relief in this cause shall be and hereby is granted and: (1) pursuant to Va. Code § 45.1-361.21.C.3, **Range Resources-Pine Mountain, Inc.** (hereafter "Unit Operator" or "Operator") is designated as the Unit Operator authorized to drill and operate the Well in Subject Drilling Unit at the location depicted on the plat attached hereto as **Exhibit A**, subject to the permit provisions contained in Va. Code § 45.1-361.27, et seq., to §§ 4 VAC 25-150 et seq., Gas and Oil Regulations; to § 4 VAC 25-160 et seq., Virginia Gas and Oil Board Regulations and to the Nora Coalbed Gas Field Rules established by the Oil and Gas Conservation Board's Order entered March 26, 1989; all as amended from time to time; and (2) all the interests and estates in and to the Gas in Subject Drilling Unit, including that of the Applicant, the Unit Operator and of the known and unknown persons listed on **Exhibit B-**

3, attached hereto and made a part hereof, and their known and unknown heirs, executors, administrators, devisees, trustees, assigns and successors, both immediate and remote, be and hereby are pooled in the Subject Formations in the Subject Drilling Unit underlying and comprised of the Subject Lands.

Pursuant to the Nora Coal Field Rules promulgated under the authority of Va. Code § 45.1-361.20, the Board has adopted the following method for the calculation of production and revenue and allocation of allowable costs for the production of Coalbed Methane Gas.

For Frac Well Gas. - Gas shall be produced from and allocated to only the 58.67-acre drilling unit in which the well is located according to the undivided interests of each Owner/Claimant within the unit, which undivided interest shall be the ratio (expressed as a percentage) that the amount of mineral acreage within each separate tract that is within the Subject Drilling Unit, when platted on the surface, bears to the total mineral acreage, when platted on the surface, contained within the entire 58.67-acre drilling unit in the manner set forth in the Nora Field Rules.

8. Election and Election Period: In the event any Owner or Claimant named in Exhibit B-3 hereto does not reach a voluntary agreement to share in the operation of the well located in the Subject Drilling Unit, at a rate of payment mutually agreed to by said Gas Owner or Claimant and the Unit Operator, then such person named may elect one of the options set forth in Paragraph 9 below and must give written notice of his election of the option selected under Paragraph 9 to the designated Unit Operator at the address shown below within thirty (30) days from the date of receipt of a copy of this Order. A timely election shall be deemed to have been made if, on or before the last day of said 30-day period, such electing person has delivered his written election to the designated Unit Operator at the address shown below or has duly postmarked and placed its written election in first class United States mail, postage prepaid, addressed to the Unit Operator at the address shown below.

9. Election Options:

9.1 Option 1 - To Participate In the Well Development and Operation of the Drilling Unit: Any Gas Owner or Claimant named in Exhibit B-3 who does not reach a voluntary agreement with the Unit Operator may elect to participate in the Well Development and Operation in the Subject Drilling Unit (hereafter "Participating Operator") by agreeing to pay the estimate of such Participating Operator's proportionate part of the actual and reasonable costs of the well Development contemplated by this Order for Gas produced pursuant to the Nora Field Rules, including a reasonable supervision fee, as more particularly set forth in Virginia Gas and Oil Board Regulation 4 VAC 25-160-100 (herein "Completed-for-Production Costs"). Further, a Participating Operator agrees to pay the estimate of such Participating Operator's proportionate part of the Completed-for-Production Cost as set forth below to the Unit Operator within forty-five (45) days from the later of the date of mailing or the date of recording of this Order. The Completed-for-Production Cost for the Subject Drilling Unit is as follows:

Completed-for-Production Costs:	<b>\$420,332.00</b>
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A Participating Operator's proportionate cost hereunder shall be the result obtained by multiplying the Participating Operator's "Interest in Unit" times the

Completed-for-Production Cost set forth above. Provided, however, that in the event a Participating Operator elects to participate and fails or refuses to pay the estimate of his proportionate part of the Completed-for-Production Cost as set forth above, all within the time set forth herein and in the manner prescribed in Paragraph 8 of this Order, then such Participating Operator shall be deemed to have elected not to participate and to have elected compensation in lieu of participation pursuant to Paragraph 9.2 herein.

- 9.2 Option 2 - To Receive A Cash Bonus Consideration: In lieu of participating in the Well development and operation in the Subject Drilling Unit under Paragraph 9.1 above, any Gas Owner or Claimant named in **Exhibit B-3** hereto who has not reached a voluntary agreement with the Unit Operator may elect to accept a cash bonus consideration of \$30.00 per net mineral acre owned by such person, commencing upon entry of this Order and continuing annually until commencement of production from Subject Drilling Unit, and thereafter a royalty of 1/8th of 8/8ths [twelve and one-half percent (12.5%)] of the net proceeds received by the Unit Operator for the sale of the Gas produced from any Well development and operation covered by this Order multiplied by that person's Interest Within Unit as set forth in **Exhibit B-3** [for purposes of this Order, net proceeds shall be actual proceeds received less post-production costs incurred downstream of the wellhead, including, but not limited to, gathering, compression, treating, transportation and marketing costs, whether performed by Unit Operator or a third person] as fair, reasonable and equitable compensation to be paid to said Gas Owner or Claimant. The initial cash bonus shall become due and owing when so elected and shall be tendered, paid or escrowed within one hundred twenty (120) days of recording of this Order. Thereafter, annual cash bonuses, if any, shall become due and owing on each anniversary of the date of recording of this Order in the event production from Subject Drilling Unit has not theretofore commenced, and once due, shall be tendered, paid or escrowed within sixty (60) days of said anniversary date. Once the initial cash bonus and the annual cash bonuses, if any, are so paid or escrowed, said payment(s) shall be satisfaction in full for the right, interests, and claims of such electing person in and to the Gas produced from Subject Formation in the Subject Lands, except, however, for the 1/8th royalties due hereunder.

Subject to a final legal determination of ownership, the election made under this Paragraph 9.2, when so made, shall be satisfaction in full for the right, interests, and claims of such electing person in any well development and operation covered hereby and such electing person shall be deemed to have and hereby does assign its right, interests, and claims in and to the Gas produced from Subject Formation in the Subject Drilling Unit to the Applicant.

- 9.3 Option 3 - To Share In The Development And Operation As A Non-Participating Person On A Carried Basis And To Receive Consideration In Lieu Of Cash: In lieu of participating in the Well development and operation of Subject Drilling Unit under Paragraph 9.1 above and in lieu of receiving a cash bonus consideration under Paragraph 9.2 above, any Gas Owner or Claimant named in **Exhibit B-3** who has not reached a voluntary agreement with the Unit Operator may elect to share in the well development and operation in Subject Drilling Unit on a carried basis (as a "Carried Well Operator") so that the proportionate part of the

Completed-for-Production Costs hereby allocable to such Carried Well Operator's interest is charged against such Carried Well Operator's share of production from Subject Drilling Unit. Such Carried Well Operator's rights, interests, and claims in and to the Gas in Subject Drilling Unit shall be deemed and hereby are assigned to the Unit Operator until the proceeds from the sale of such Carried Well Operator's share of production from Subject Drilling Unit (exclusive of any royalty, excess or burden reserved in any lease, assignment thereof or agreement relating thereto covering such interest) equals three hundred percent (300%) for a leased interest or two hundred percent (200%) for an unleased interest (whichever is applicable) of such Carried Well Operator's share of the Completed-for-Production Costs allocable to the interest of such Carried Well Operator. When the Unit Operator recoups and recovers from such Carried Well Operator's assigned interest the amounts provided for above, then, the assigned interest of such Carried Well Operator shall automatically revert back to such Carried Well Operator, and from and after such reversion, such Carried Well Operator shall be treated as if it had participated initially under Paragraph 9.1 above; and thereafter, such participating person shall be charged with and shall pay his proportionate part of all further costs of such well development and operation.

Subject to final legal determination or ownership, the election made under this Paragraph 9.3, when so made, shall be satisfaction in full for the right, interests, and claims of such electing person in any Well development and operation covered hereby and such electing person shall be deemed to have an hereby does assign his right, interests, and claims in and to the Gas produced from Subject Formation in the Subject Drilling Unit to the Applicant for the period of time during which its interest is carried as above provided prior to its reversion back to such electing person.

10. Failure to Properly Elect: In the event a person named in **Exhibit B-3** hereto has not reached a voluntary agreement with the Applicant or Unit Operator and fails to elect within the time, in the manner, and in accordance with the terms of this Order, one of the alternatives set forth in Paragraph 9 above for which his interest qualifies, then such person shall be deemed to have elected not to participate in the proposed Well development and operation in Subject Drilling Unit and shall be deemed, subject to any final legal determination of ownership, to have elected to accept as satisfaction in full for such person's right, interests, and claims in and to the Gas the consideration provided in Paragraph 9.2 above for which its interest qualifies, and shall be deemed to have leased and/or assigned his right interests, and claims in and to said Gas produced from Subject Formation in Subject Drilling Unit to the Unit Operator. Persons who fail to properly elect shall be deemed to have accepted the compensation and terms set forth herein at Paragraph 9.2 in satisfaction in full for the right, interests, and claims of such person in and to the Gas produced from Subject Formation underlying Subject Lands.

11. Default By Participating Person: In the event a person named in **Exhibit B-3** elects to participate under Paragraph 9.1, but fails or refuses to pay, to secure the payment or to make an arrangement with the Unit Operator for the payment of such person's proportionate part of the estimated Completed-for-Production Costs as set forth herein, all within the time and in the manner as prescribed in this Order, then such person shall be deemed to have withdrawn his election to participate and shall be deemed to have elected to accept as satisfaction in full for such person's right, interests, and claims in and to the Gas the consideration provided in

Paragraph 9.2 above for which his interest qualifies depending on the excess burdens attached to such interest. Whereupon, any cash bonus consideration due as a result of such deemed election shall be tendered, paid or escrowed by Unit Operator within one hundred twenty (120) days after the last day on which such defaulting person under this Order should have paid his proportionate part of such cost or should have made satisfactory arrangements for the payment thereof. When such cash bonus consideration is paid or escrowed, it shall be satisfaction in full for the right, interests, and claims of such person in and to the Gas underlying Subject Drilling Unit in the Subject Lands covered hereby, except, however, for any 1/8th royalties which would become due pursuant to Paragraph 9.2 hereof.

12. Assignment of Interest: In the event a person named in **Exhibit B-3** is unable to reach a voluntary agreement to share in the Well development and operation in Subject Drilling Unit at a rate of payment agreed to mutually by said Gas Owner or Claimant and the Unit Operator, and said person elects or fails to elect to do other than participate under Paragraph 9.1 above in the Well development and operation in Subject Drilling Unit, then such person shall be deemed to have and shall have assigned unto Unit Operator such person's right, interests, and claims in and to said Well, in Subject Formations in Subject Drilling Unit, and other share in and to Gas production to which such person may be entitled by reason of any election or deemed election hereunder in accordance with the provisions of this Order governing said elections.

13. Unit Operator (or Operator): **Range Resources-Pine Mountain, Inc.** shall be and hereby is designated as Unit Operator authorized to drill and operate the Well(s) in Subject Formations in Subject Drilling Unit, all subject to the permit provisions contained in Va. Code §§ 45.1-361.27 et seq.; §§ 4 VAC 25-150 et seq., Gas and Oil Regulations; §§ 4 VAC 25-160 et seq., Virginia Gas and Oil Board Regulations; Oil and Gas Conservation Board ("OGCB") Order establishing the Nora Coalbed Gas Field Rules entered March 26, 1989; all as amended from time to time, and all elections required by this Order shall be communicated to Unit Operator in writing at the address shown below:

**Range Resources-Pine Mountain, Inc.  
406 West Main Street  
P. O. Box 2136  
Abingdon, VA 24212  
Phone: (276) 628-9001  
Fax: (276) 628-7246  
Attn: Philip Horn, Land Manager**

14. Commencement of Operations: Unit Operator shall commence or cause to commence operations for the drilling of the Well within Subject Drilling Unit within seven hundred thirty (730) days from the date of this Order, and shall prosecute the same with due diligence. If the Unit Operator has not so commenced and/or prosecuted, then this order shall terminate, except for any cash sums then payable hereunder; otherwise, unless sooner terminated by Order of the Board, this Order shall expire at 12:00 p.m. on the date on which the well covered by this Order is permanently abandoned and plugged. However, in the event an appeal is taken from this Order, then the time between the filing of the Petition for Appeal and the Final Order of the Circuit Court shall be excluded in calculating the two-year period reference herein.

15. Operator's Lien: Unit Operator, in addition to the other rights afforded hereunder, shall have a lien and a right of set off on the Gas estates, rights, and interests owned by any person subject hereto who elects to participate under Paragraph 9.1 in the Subject Drilling Unit to the extent that costs incurred in the drilling or operation on the Subject Drilling Unit are a charge against such person's interest. Such liens and right of set off shall be separable as to each separate person and shall remain liens until the Unit Operator drilling or operating the Well(s) has been paid the full amounts due under the terms of this Order.

16. Escrow Provisions: The Applicant represented to the Board that there are no unknown or unlocatable claimants in Subject Drilling Unit whose payments are subject to the provisions of Paragraph 16; and, the Unit Operator has represented to the Board that there are no conflicting claimants in the Subject Drilling Unit whose payments are subject to the provisions of Paragraph 16.2 hereof.

16.1 Escrow Provisions For Unknown or Unlocatable Persons: If any payment of bonus, royalty payment or other payment due and owing under this Order cannot be made because the person entitled thereto cannot be located or is unknown, then such cash bonus, royalty payment, or other payment shall not be commingled with any funds of the Unit Operator and, pursuant to Va. Code § 45.1-361.21.D, said sums shall be deposited by the Unit Operator into the Escrow Account, commencing within one hundred twenty (120) days of recording of this Order, and continuing thereafter on a monthly basis with each deposit to be made, by use of a report format approved by the Inspector, by a date which is no later than sixty (60) days after the last day of the month being reported and/or for which funds are being deposited. Such funds shall be held for the exclusive use of, and sole benefit of the person entitled thereto until such funds can be paid to such person(s) or until the Escrow Agent relinquishes such funds as required by law or pursuant to Order of the Board in accordance with Va. Code § 45.1-361.21.D. Therefore, by this Order, the Escrow Agent named herein or any successor named by the Board, is required to establish an interest-bearing escrow account for the Subject Drilling Unit (herein "Escrow Agent"), and to receive and account to the Board pursuant to its agreement for the escrowed funds hereafter described in Paragraphs 16.1 and 16.2:

First Bank and Trust Company  
Trust Division  
38 East Valley Drive  
Bristol, Virginia 24201  
Tel: (276) 466-9222  
Attn: Debbie Davis

16.2 Escrow Provisions For Conflicting Claimants: If any payment of bonus, royalty payment, proceeds in excess of ongoing operational expenses, or other payment due and owing under this Order cannot be made because the person entitled thereto cannot be made certain due to conflicting claims of ownership and/or a defect or cloud on the title, then such cash bonus, royalty payment, proceeds in excess of ongoing operational expenses, or other payment, together with Participating Operator's Proportionate Costs paid to the Unit Operator pursuant to Paragraph 9.1 hereof, if any, (1) shall not be commingled with any funds of the Unit Operator; and (2) shall, pursuant to Va. Code §§ 45.1-

361.22.A.2, 45.1-361.22.A.3 and 45.1-361.22.A.4, be deposited by the Operator into the Escrow Account within one hundred twenty (120) days of the recording of this Order, and continuing thereafter on a monthly basis with each deposit to be made by a date which is no later than sixty (60) days after the last day of the month being reported and/or for which funds are subject to deposit. Such funds shall be held for the exclusive use of, and sole benefit of, the person entitled thereto until such funds can be paid to such person(s) or until the Escrow Agent relinquishes such funds as required by law or pursuant to Order of the Board.

17. Special Findings: The Board specifically and specially finds:
- 17.1 Applicant is **Range Resources-Pine Mountain, Inc.** Applicant is duly authorized and qualified to transact business in the Commonwealth of Virginia;
- 17.2 Applicant **Range Resources-Pine Mountain, Inc.** has made a delegation of authority to **Range Resources-Pine Mountain, Inc.** to explore, develop and maintain the properties and assets of Applicant, now owned or hereafter acquired, and **Range Resources-Pine Mountain, Inc.** has accepted this delegation of authority and agreed to explore, develop and maintain those properties and assets, and has consented to serve as Coalbed Methane Gas Unit Operator for Subject Drilling Unit and to faithfully discharge the duties imposed upon it as Unit Operator by statute and regulations;
- 17.3 Applicant **Range Resources-Pine Mountain, Inc.** is an operator in the Commonwealth of Virginia, and has satisfied the Board's requirements for operations in Virginia;
- 17.4 Applicant **Pine Mountain Oil and Gas, Inc.** claims ownership of gas leases, Coalbed Methane Gas leases, and/or coal leases representing **96.05%** percent of the oil and gas interest/claims in and to Coalbed Methane Gas and **100.00%** percent of the coal interest/claims in and to Coalbed Methane Gas in Subject Drilling Unit; and, Applicant claims the right to explore for, develop and produce Coalbed Methane Gas from Subject Formations in Subject Drilling Unit in **Buchanan** County, Virginia, which Subject Lands are more particularly described in **Exhibit A**;
- 17.5 The estimated total production from Subject Drilling Unit is 400 mmcf. The estimated amount of reserves from the Subject Drilling Unit is 400 mmcf;
- 17.6 Set forth in **Exhibit B-3** is the name and last known address of each Owner or Claimant identified by the Applicant as having or claiming an interest in the Coalbed Methane Gas in Subject Formation in Subject Drilling Unit underlying and comprised of Subject Lands, who has not, in writing, leased to the Applicant or the Unit Operator or agreed to voluntarily pool his interests in Subject Drilling Unit for its development. The interests of the Respondents listed in **Exhibit B-3** comprise **3.95%** percent of the oil and gas interests/claims in and to the Coalbed Methane Gas in the Subject Drilling Unit;



17.7 Applicant's evidence established that the fair, reasonable and equitable compensation to be paid to any person in lieu of the right to participate in the Wells are those options provided in Paragraph 9 above;

17.8 The relief requested and granted is just and reasonable, is supported by substantial evidence and will afford each person listed and named in **Exhibit B-3** hereto the opportunity to recover or receive, without unnecessary expense, such person's just and fair share of the production from Subject Drilling Unit. The granting of the Application and relief requested therein will ensure to the extent possible the greatest ultimate recovery of Coalbed Methane Gas, prevent or assist in preventing the various types of waste prohibited by statute and protect or assist in protecting the correlative rights of all persons in the subject common sources of supply in the Subject Lands. Therefore, the Board is entering an Order granting the relief herein set forth.

18. Mailing of Order And Filing Of Affidavit: Applicant or its Attorney shall file an affidavit with the Secretary of the Board within sixty (60) days after the date of recording of this Order stating that a true and correct copy of said Order was mailed within seven (7) days from the date of its receipt by Unit Operator to each Respondent named in **Exhibit B-3** pooled by this Order and whose address is known.

19. Availability of Unit Records: The Director shall provide all persons not subject to a lease with reasonable access to all records for Subject Drilling Unit which are submitted by the Unit Operator to said Director and/or his Inspector(s).

20. Conclusion: Therefore, the requested relief and all terms and provisions set forth above be and hereby are granted and **IT IS SO ORDERED.**

21. Appeals: Appeals of this Order are governed by the provisions of Va. Code Ann. § 45.1-361.9 which provides that any order or decision of the Board may be appealed to the appropriate circuit court.

22. Effective Date: This Order shall be effective as of the date of the Board's approval of this Application, which is set forth at Paragraph 1 above.

DONE AND EXECUTED this 27 day of August, 2012, by a majority of the Virginia Gas and Oil Board.

Bradley C. Lambert  
Chairman, Bradley C. Lambert

DONE AND PERFORMED this 27<sup>th</sup> day of August, 2012, by Order of this Board.

Rick Cooper  
Rick Cooper  
Principal Executive to the Staff  
Virginia Gas and Oil Board

STATE OF VIRGINIA )  
COUNTY OF RUSSELL )

Acknowledged on this 27<sup>th</sup> day of August, 2012, personally before me a notary public in and for the Commonwealth of Virginia, appeared Bradley C. Lambert, being duly sworn did depose and say that he is Chairman of the Virginia Gas and Oil Board, and appeared Rick Cooper, being duly sworn did depose and say that he is Principal Executive to the Staff of the Virginia Gas and Oil Board, that they executed the same and were authorized to do so.

Diane J. Davis  
Diane J. Davis, Notary  
174394

My commission expires: September 30, 2013

[c:\msword2000\pinemountaino&g\pooling.love's gap-38.cbm.order]



**Exhibit "B"**  
**Lovers Gap 38 Revised 6/25/2012**

Tract	Lessor	Lease Status	Interest Within Unit	Gross Acreage in Unit
<b>Gas Estate Only</b>				
1	Willard & Susie Charles 1064 Ironwood Road Vansant, VA 24656	Leased	42.68000000	25.04000000
2	Larry R & Sharon L Adkins 5691 Deskins Road Vansant, VA 24656-7493	Unleased	0.99000000	0.58000000
3	Willard & Susie Charles 1064 Ironwood Road Vansant, VA 24656	Leased Life Estate	0.00000000	0.00000000
	Wendy Ann Charles 1064 Ironwood Road Vansant, VA 24656	Leased Remainder	4.86000000	2.85000000
4	Range Resources - Pine Mountain, Inc. Attn: Jerry Grantham PO Box 2136 Abingdon, VA 24212	Owner	4.12000000	2.42000000
5	Devey Gordon & Helen C Owens PO Box 675 Vansant, VA 24656	Leased	13.48000000	7.91000000
6	Gertrude Charles Deel 1009 Rockwall Cir Vansant, VA 24656-8546	Leased Life Estate	0.00000000	0.00000000
	Ralph Charles 1184 Priest Frk Davenport, VA 24239	Unleased Remainder	0.66000000	0.38666667
	Wanda Denise Charles Biltner PO Box 966 Vansant, VA 24656-0966	Leased Remainder	0.66000000	0.38666667
	Evelyn Marie Charles Belcher 236 Pierces Mill Rd Amherst, VA 24251	Unleased Remainder	0.66000000	0.38666667
	<b>Tract 6 Totals</b>		<b>1.98000000</b>	<b>1.16000000</b>
7	Carl William & Brenda Sykes 1028 Rockwall Cir Vansant, VA 24656	Unleased	1.64000000	0.96000000

8	Eddie Charles 1067 Rockwall Cir Vansant, VA 24656-8546	Leased	3.36000000	1.97000000
9	Eddie Charles 1067 Rockwall Cir Vansant, VA 24656-8546	Leased	8.67000000	5.09000000
10	Verner Ray & Sandra L Deel 1164 Steamboat Rd Vansant, VA 24656	Leased	14.52000000	8.52000000
11	Dolly Chambers 1145 Kingfisher Rd Vansant, VA 24656	Leased	2.49000000	1.46000000
12	Beulah Bowman 1738 Bearbranch Road Vansant, VA 24656	Leased	0.07000000	0.04000000
13	Range Resources - Pine Mountain, Inc. Attn: Jerry Grantham PO Box 2136 Abingdon, VA 24212	Owner	1.14000000	0.67000000
<b>TOTAL GAS ESTATE</b>			<b>100.00000000</b>	<b>58.67000000</b>
Percentage of Unit Leased		96.05000000		
Percentage of Unit Unleased		3.95000000		
Acreage in Unit Leased		56.35666667		
Acreage in Unit Unleased		2.31333333		

**Exhibit "B-3" - Unleased Owners  
Lovers Gap 38 Revised 6/25/2012**

Tract	Lessor	Lease Status	Interest Within Unit	Gross Acreage in Unit
<b>Gas Estate Only</b>				
2	Larry R & Sharon L Adkins 5691 Deskens Road Vansant, VA 24656-7493	Unleased	0.99000000	0.58000000
6	Ralph Charles 1184 Priest Frk Davenport, VA 24239	Unleased Remainder	0.66000000	0.38666667
	Evelyn Marie Charles Belcher 236 Pierces Mill Rd Amherst, VA 24521	Unleased Remainder	0.66000000	0.38666667
	<b>Tract 6 Totals</b>		<b>1.32000000</b>	<b>0.77333333</b>
7	Carl William & Brenda Sykes 1028 Rockwell Cir Vansant, VA 24656	Unleased	1.64000000	0.96000000
	<b>TOTAL GAS ESTATE</b>		<b>3.95000000</b>	<b>2.31333333</b>

**CBM Estate Only**

NONE

Well Coordinates: (Geographic N27)  
37.216680° -82.177237°

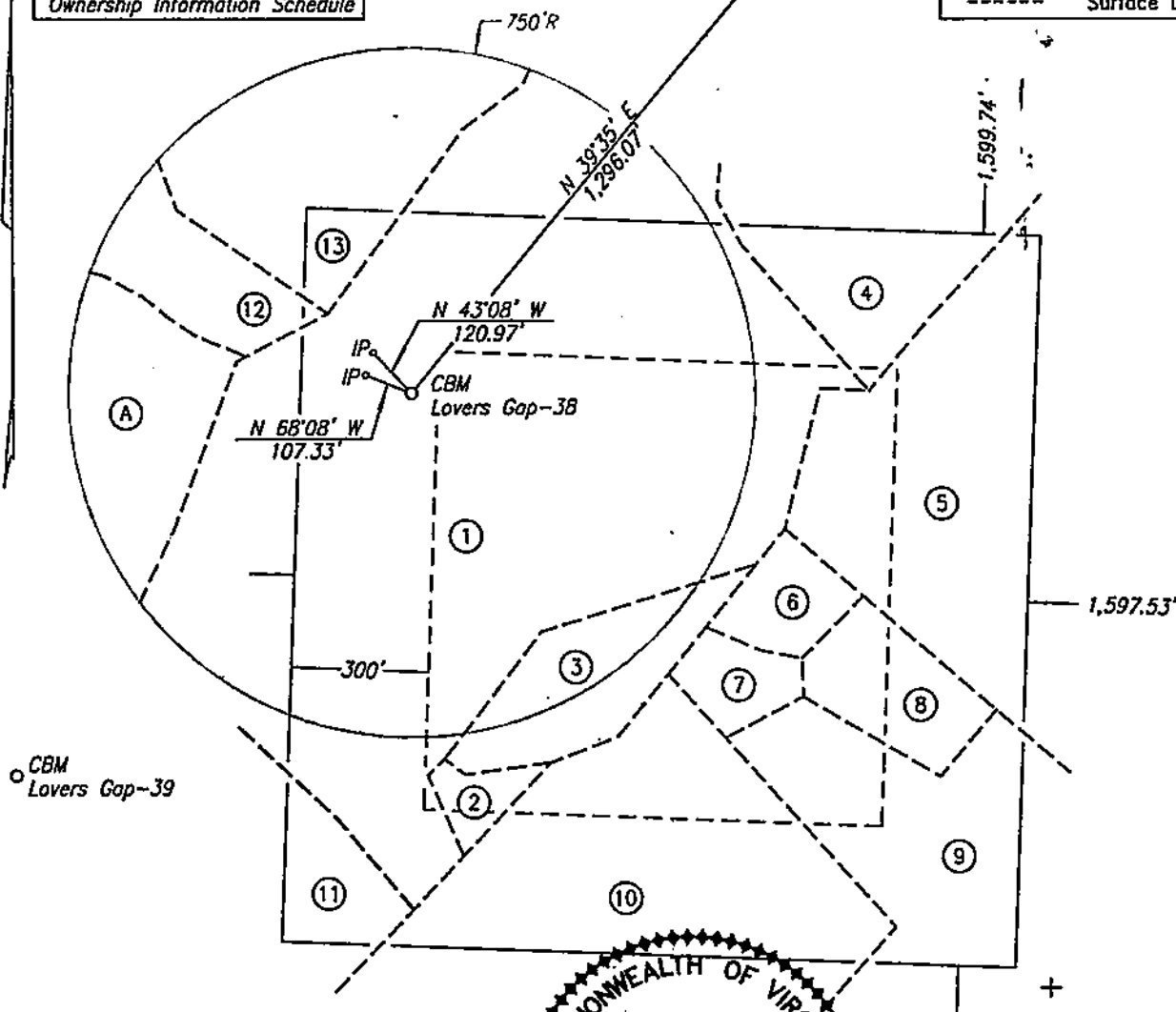
Note: See Attached Tract  
Ownership Information Schedule

CBM  
Lovers Gap-36

Latitude 37° 15' 00"

Mineral Line  
Surface Line

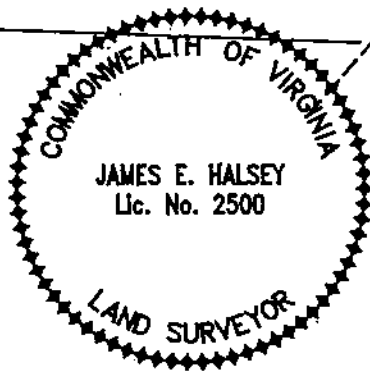
Longitude 82° 10' 00"



Note 1: The boundary lines shown hereon are based on deeds, plats and maps of record and do not depict a current boundary survey.

Note 2: The well will be drilled within 10' of the permitted coordinates.

Well elevation determined by GPS survey from HARN Monument P-424



Area of Unit = 58.67 Ac.

Well Coordinates: (VA St. Plane S. Zone, NAD 83)

N 3,623,339.02 E 10,412,467.26

Well Coordinates: (VA St. Plane S. Zone, NAD 27 Calculated from NAD 83)

N 342,460.97 E 929,481.54

Well Coordinates: (Clinchfield Coal Co.)  
N 42,502.46 E 60,140.73

WELL LOCATION PLAT NORA GRID AA-75

COMPANY Range Resources-Pine Mountain, Inc. WELL NAME AND NUMBER Lovers Gap-38  
TRACT NO. John D. Justice ELEVATION 2,099.27' QUADRANGLE Prater  
COUNTY Buchanan DISTRICT Prater SCALE 1" = 400' DATE 6-13-2012  
This Plat is a new plat x; an updated plat     ; or a final location plat     

+ Denotes the location of a well on United States topographic map, 24,000, latitude and longitude lines being represented

Exhibit A

James E. Halsey  
Licensed Professional Engineer or Land Surveyor

**LOVERS GAP-38 PLAT**  
**TRACT OWNERSHIP INFORMATION SCHEDULE**  
**6/14/2012**

- 1 . Lease No. 450270004  
Willard and Susie Charles - surface & gas  
± 46.93 Acres  
John D. Justice Tract  
588 Acres  
ACIN LLC - coal  
Alpha Land & Reserves LLC - coal lessee  
WBRD LLC - coal  
Paramount Coal Company, Virginia LLC - coal lessee  
Range Resources - Pine Mountain, Inc. - oil & CBM  
Gas 25.04 ac. 42.68%
- 2 . Unleased  
Larry R. Adkins & Sharon L. Adkins - surface & gas  
0.32 Acres + Parcel  
John D. Justice Tract  
588 Acres  
ACIN LLC - coal  
Alpha Land & Reserves LLC - coal lessee  
WBRD LLC - coal  
Paramount Coal Company, Virginia LLC - coal lessee  
Range Resources - Pine Mountain, Inc. - oil & CBM  
Gas 0.58 ac. 0.99%
- 3 . Lease No. 450270004  
Willard and Susie Charles - surface & gas (Life Estate)  
Wendy Ann Charles Deel - surface & gas (Remainder)  
2.75 Acres  
John D. Justice Tract  
ACIN LLC - coal  
Alpha Land & Reserves LLC - coal lessee  
WBRD LLC - coal  
Paramount Coal Company, Virginia LLC - coal lessee  
Range Resources - Pine Mountain, Inc. - oil & CBM  
Gas 2.85 ac. 4.86%
- 4 . E.S. Finney, Comr.  
185.23 Acres  
ACIN LLC - coal  
Alpha Land & Reserves LLC - coal lessee  
WBRD LLC - coal  
Paramount Coal Company, Virginia LLC - coal lessee  
Range Resources - Pine Mountain, Inc. - oil, gas & CBM  
Gas 2.42 ac. 4.12%
- 5 . Lease No. 450270014  
Devey Gordon Owens & Helen C. Owens - surface, oil & gas  
63.25 Acres  
Big Sandy Fuel Corp. Tract  
638.51 Acres  
ACIN LLC - coal (all seams except Splashdam seam)  
Alpha Land & Reserves LLC - coal lessee  
WBRD LLC - coal (all seams except Splashdam seam)  
Paramount Coal Company, Virginia LLC - coal lessee  
Penn Virginia Operating Co., LLC - coal (Splashdam seam)  
Range Resources - Pine Mountain, Inc. - CBM  
Gas 7.91 ac. 13.48%

6 . Lease No. 450270091

Gertrude Charles Deel - surface, oil & gas (Life Estate)  
Ralph Charles - und. 1/3 interest in remainder  
Wanda Denise Charles Billiter - und. 1/3 interest in remainder  
Evelyn Marie Charles Belcher - und. 1/3 interest in remainder  
2.0 Acres  
Big Sandy Fuel Corp. Tract  
638.51 Acres  
ACIN LLC - coal (all seams except Splashdam seam)  
Alpha Land & Reserves LLC - coal lessee  
WBRD LLC - coal (all seams except Splashdam seam)  
Paramount Coal Company, Virginia LLC - coal lessee  
Penn Virginia Operating Co., LLC - coal (Splashdam seam)  
Range Resources - Pine Mountain, Inc. - CBM  
Gas 1.16 ac. 1.98%

7 . Unleased

Carl William Sykes - surface, oil & gas (und. 1/2 int.)  
Brenda Sykes - surface, oil & gas (und. 1/2 int.)  
2.0 Acres  
Big Sandy Fuel Corp. Tract  
638.51 Acres  
ACIN LLC - coal (all seams except Splashdam seam)  
Alpha Land & Reserves LLC - coal lessee  
WBRD LLC - coal (all seams except Splashdam seam)  
Paramount Coal Company, Virginia LLC - coal lessee  
Penn Virginia Operating Co., LLC - coal (Splashdam seam)  
Range Resources - Pine Mountain, Inc. - CBM  
Gas 0.96 ac. 1.64%

8 . Lease No.

Eddie Charles - surface, oil & gas  
2 Acres  
Big Sandy Fuel Corp. Tract  
638.51 Acres  
ACIN LLC - coal (all seams except Splashdam seam)  
Alpha Land & Reserves LLC - coal lessee  
WBRD LLC - coal (all seams except Splashdam seam)  
Paramount Coal Company, Virginia LLC - coal lessee  
Penn Virginia Operating Co., LLC - coal (Splashdam seam)  
Range Resources - Pine Mountain, Inc. - CBM  
Gas 1.97 ac. 3.36%

9 . Unleased

Eddie Charles - surface, oil & gas  
22.50 Acres  
Big Sandy Fuel Corp. Tract  
638.51 Acres  
ACIN LLC - coal (all seams except Splashdam seam)  
Alpha Land & Reserves LLC - coal lessee  
WBRD LLC - coal (all seams except Splashdam seam)  
Paramount Coal Company, Virginia LLC - coal lessee  
Penn Virginia Operating Co., LLC - coal (Splashdam seam)  
Range Resources - Pine Mountain, Inc. - CBM  
Gas 5.09 ac. 8.67%



- 10 . Unleased  
Verner Ray Deel & Sandra L. Deel - surface, oil & gas  
13.97 Acres  
Big Sandy Fuel Corp. Tract  
638.51 Acres  
ACIN LLC - coal (all seams except Splashdam seam)  
Alpha Land & Reserves LLC - coal lessee  
WBRD LLC - coal (all seams except Splashdam seam)  
Paramount Coal Company, Virginia LLC - coal lessee  
Penn Virginia Operating Co., LLC - coal (Splashdam seam)  
Range Resources - Pine Mountain, Inc. - CBM  
Gas 8.52 ac. 14.52%
- 11 . Lease No. 450271056  
Dolly Chambers - surface & gas  
6.75 Acres  
John D. Justice Tract  
588 Acres  
ACIN LLC - coal  
Alpha Land & Reserves LLC - coal lessee  
WBRD LLC - coal  
Paramount Coal Company, Virginia LLC - coal lessee  
Range Resources - Pine Mountain, Inc. - oil & CBM  
Gas 1.46 ac. 2.49%
- 12 . Lease No. 450270002  
Beulah Bowman - surface & gas  
6 Acres  
John D. Justice Tract  
588 Acres  
ACIN LLC - coal  
Alpha Land & Reserves LLC - coal lessee  
WBRD LLC - coal  
Paramount Coal Company, Virginia LLC - coal lessee  
Range Resources - Pine Mountain, Inc. - oil & CBM  
Gas 0.04 ac. 0.07%
- 13 . E.S. Finney, Comr.  
185.23 Acres  
ACIN LLC - coal  
Alpha Land & Reserves LLC - coal lessee  
WBRD LLC - coal  
Paramount Coal Company, Virginia LLC - coal lessee  
Range Resources - Pine Mountain, Inc. - oil, gas & CBM  
Gas 0.67 ac. 1.14%
- A . John D. Justice Tract  
588 Acres  
ACIN LLC - coal  
Alpha Land & Reserves LLC - coal lessee  
WBRD LLC - coal  
Paramount Coal Company, Virginia LLC - coal lessee  
Gas 0.00 ac. 0.00%

**Exhibit "B"**  
**Lovers Gap 38**

Tract	Lessor	Lease Status	Interest Within Unit	Gross Acreage in Unit
<b>CBM Estate Only</b>				
1	Range Resources - Pine Mountain, Inc. Attn: Jerry Grantham PO Box 2136 Abingdon, VA 24212	Owner	42.68000000	25.04000000
2	Range Resources - Pine Mountain, Inc. Attn: Jerry Grantham PO Box 2136 Abingdon, VA 24212	Owner	0.99000000	0.58000000
3	Range Resources - Pine Mountain, Inc. Attn: Jerry Grantham PO Box 2136 Abingdon, VA 24212	Owner	4.86000000	2.85000000
4	Range Resources - Pine Mountain, Inc. Attn: Jerry Grantham PO Box 2136 Abingdon, VA 24212	Owner	4.12000000	2.42000000
5	Range Resources - Pine Mountain, Inc. Attn: Jerry Grantham PO Box 2136 Abingdon, VA 24212	Owner	13.48000000	7.91000000
6	Range Resources - Pine Mountain, Inc. Attn: Jerry Grantham PO Box 2136 Abingdon, VA 24212	Owner	1.98000000	1.16000000
7	Range Resources - Pine Mountain, Inc. Attn: Jerry Grantham PO Box 2136 Abingdon, VA 24212	Owner	1.64000000	0.96000000
8	Range Resources - Pine Mountain, Inc. Attn: Jerry Grantham PO Box 2136 Abingdon, VA 24212	Owner	3.36000000	1.97000000
9	Range Resources - Pine Mountain, Inc. Attn: Jerry Grantham PO Box 2136 Abingdon, VA 24212	Owner	8.67000000	5.09000000
10	Range Resources - Pine Mountain, Inc.	Owner	14.52000000	8.52000000

Attn: Jerry Grantham  
 PO Box 2136  
 Abingdon, VA 24212

11	Range Resources - Pine Mountain, Inc. Attn: Jerry Grantham PO Box 2136 Abingdon, VA 24212	Owner	2.49000000	1.46000000
12	Range Resources - Pine Mountain, Inc. Attn: Jerry Grantham PO Box 2136 Abingdon, VA 24212	Owner	0.07000000	0.04000000
13	Range Resources - Pine Mountain, Inc. Attn: Jerry Grantham PO Box 2136 Abingdon, VA 24212	Owner	1.14000000	0.67000000

<b>TOTAL GAS ESTATE</b>			100.00000000	58.67000000
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Percentage of Unit Leased	100.00000000
Percentage of Unit Unleased	0.00000000

Acreage in Unit Leased	58.67000000
Acreage in Unit Unleased	0.00000000

**Exhibit "B"**  
**Lovers Gap 38**

Tract	Lessor	Lease Status	Interest Within Unit	Gross Acreage in Unit
<b>Gas Estate Only</b>				
1	Willard & Susie Charles 1064 Ironwood Road Vansant, VA 24656	Leased	42.68000000	25.04000000
2	Larry R & Sharon L Adkins 5691 Deskins Road Vansant, VA 24656-7493	Unleased	0.99000000	0.58000000
3	Willard & Susie Charles 1064 Ironwood Road Vansant, VA 24656	Leased Life Estate	0.00000000	0.00000000
	Wendy Ann Charles 1064 Ironwood Road Vansant, VA 24656	Leased Remainder	4.86000000	2.85000000
4	Range Resources - Pine Mountain, Inc. Attn: Jerry Grantham PO Box 2136 Abingdon, VA 24212	Owner	4.12000000	2.42000000
5	Devey Gordon & Helen C Owens PO Box 675 Vansant, VA 24656	Leased	13.48000000	7.91000000
6	Gertrude Charles Deel 1009 Rockwall Cir Vansant, VA 24656-8546	Leased Life Estate	0.00000000	0.00000000
	Ralph Charles 1184 Priest Frk Davenport, VA 24239	Unleased Remainder	0.66000000	0.38666667
	Wanda Denise Charles Biltner PO Box 966 Vansant, VA 24656-0966	Leased Remainder	0.66000000	0.38666667
	Evelyn Marie Charles Belcher 236 Pierces Mill Rd Amherst, VA 24251	Unleased Remainder	0.66000000	0.38666667
	<b>Tract 6 Totals</b>		<b>1.98000000</b>	<b>1.16000000</b>
7	Carl William & Brenda Sykes 1028 Rockwell Cir Vansant, VA 24656	Unleased	1.64000000	0.96000000

8	Eddie Charles 1067 Rockwall Cir Vansant, VA 24656-8546	Leased	3.36000000	1.97000000
9	Eddie Charles 1067 Rockwall Cir Vansant, VA 24656-8546	Unleased	8.67000000	5.09000000
10	Verner Ray & Sandra L Deel 1164 Steamboat Rd Vansant, VA 24656	Unleased	14.52000000	8.52000000
11	Dolly Chambers 1145 Kingfisher Rd Vansant, VA 24656	Leased	2.49000000	1.46000000
12	Beulah Bowman 1738 Bearbranch Road Vansant, VA 24656	Leased	0.07000000	0.04000000
13	Range Resources - Pine Mountain, Inc. Attn: Jerry Grantham PO Box 2136 Abingdon, VA 24212	Owner	1.14000000	0.67000000
<b>TOTAL GAS ESTATE</b>			<b>100.00000000</b>	<b>58.67000000</b>
Percentage of Unit Leased		72.86000000		
Percentage of Unit Unleased		27.14000000		
Acreage in Unit Leased		42.74666667		
Acreage in Unit Unleased		15.92333333		

**Exhibit "B-3" - Unleased Owners  
Lovers Gap 38**

Tract	Lessor	Lease Status	Interest Within Unit	Gross Acreage in Unit
<b>Gas Estate Only</b>				
6	Ralph Charles 1184 Priest Frk Davenport, VA 24239	Unleased Remainder	0.66000000	0.38666667
	Evelyn Marie Charles Belcher 236 Pierces Mill Rd Amherst, VA 24521	Unleased Remainder	0.66000000	0.38666667
	<b>Tract 6 Totals</b>		<b>1.32000000</b>	<b>0.77333333</b>
7	Carl William & Brenda Sykes 1028 Rockwell Cir Vansant, VA 24656	Unleased	1.64000000	0.96000000
9	Eddie Charles 1067 Rockwall Cir Vansant, VA 24656-8546	Unleased	8.67000000	5.09000000
10	Verner Ray & Sandra L Deel 1164 Steamboat Rd Vansant, VA 24656	Unleased	14.52000000	8.52000000
	<b>TOTAL GAS ESTATE</b>		<b>26.15000000</b>	<b>15.34333333</b>

**CBM Estate Only**

NONE

**Exhibit "E" - Escrow Owners  
Lovers Gap 38**

<b>Tract</b>	<b>Lessor</b>	<b>Lease Status</b>	<b>Interest Within Unit</b>	<b>Gross Acreage in Unit</b>
<b>Gas Estate Only</b>				
	NONE			
	<b>TOTAL GAS ESTATE</b>		0.00000000	0.00000000
<b>CBM Estate Only</b>				
	NONE			
	<b>TOTAL CBM ESTATE</b>		0.00000000	0.00000000

INSTRUMENT #120002247  
RECORDED IN THE CLERK'S OFFICE OF  
BUCHANAN COUNTY ON  
OCTOBER 1, 2012 AT 09:18AM  
BEVERLY S. TILLER, CLERK  
RECORDED BY: GGB